

LOUISIANA



REQUEST FOR PROPOSALS
FOR
MANAGEMENT OF BEHAVIORAL HEALTH SERVICES FOR THE NON-MEDICAID
POPULATION

OFFICE OF BEHAVIORAL HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-BHS NonMedPop-OBH
Proposal Due Date/Time: October 9, 2015, 4:00 p.m. CT

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GLOSSARY

Addiction Severity Index (ASI) – The ASI is a semi-structured interview for substance use assessment and treatment planning. The ASI is designed to gather valuable information about areas of a client's life that may contribute to their substance-use problems. The ASI is conducted in an interview format by clinicians, researchers, and trained technicians worldwide.

Administrative Service Organization (ASO) – An enterprise by which a third party is contracted to provide administrative services only and does not assume any risk.

Action – Any decision by the ASO to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested.

Agent – Any person or entity with delegated authority to obligate or act on behalf of another party.

Appeal – A request for a review of an action.

Appeal Procedure – A formal process whereby an individual/family seeking services or provider has the right to contest an adverse determination/action rendered by the ASO, which results in the denial, reduction, suspension, termination, or delay of healthcare benefits/services.

Business Day – Traditional workdays include Monday, Tuesday, Wednesday, Thursday, and Friday. State holidays are excluded and traditional work hours are 8:00 a.m. – 5:00 p.m.

Calendar Days – All seven days of the week. Unless otherwise specified, the term “days” in this document refers to calendar days.

Can – Denotes a preference but not a mandatory requirement.

Care Coordination – Deliberate organization of care activities by a person or entity formally designated as primarily responsible for coordinating services furnished by providers involved in care for individuals/families seeking services. This coordination may include care provided by network or non-network providers. Organizing care involves the marshaling of personnel and other resources needed to carry out all required care activities; it is often facilitated by the exchange of information among participants responsible for different aspects of care for individuals/families seeking services.

Care Management – Overall system of services management encompassing utilization management, referral, case management, care coordination, continuity of care and transition care, chronic care management, quality management, and independent review.

Claim – A request for payment for benefits received or services rendered.

Co-Occurring Disorders (COD) – The presence of mental and substance use disorders. Clients said to have COD have one or more substance use disorders, as well as one or more mental disorders.

Concurrent Review - Part of a utilization management program in which health care is reviewed as it is provided. Reviewers monitor appropriateness of the care, the setting, and the progress of discharge plans. The ongoing review is directed at keeping costs as low as possible and maintaining effectiveness of care.

Contract – A written, signed and statutorily approved agreement related to this RFP.

Contract Dispute – A circumstance whereby DHH and the ASO are unable to arrive at a mutual interpretation of the requirements, limitations, provisions or compensation for the performance of services under the contract.

Convicted – Having received a judgment of conviction entered by a federal, state or local court, including a conviction based on a plea of guilty or nolo contendere, regardless of whether an appeal from that judgment is pending.

Corrective Action Plan (CAP) – A plan that is designed to ameliorate an identified deficiency and prevent recurrence of that deficiency. The CAP outlines all steps/actions and timeframes necessary to address and resolve the deficiency.

Culture – Refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups.

Department – The Louisiana Department of Health and Hospitals (DHH).

Department of Health and Human Services (DHHS; also HHS) – The U.S. government's principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves. DHHS provides oversight for more than 300 programs, covering a wide spectrum of activities, including medical and social science research; preventing outbreak of infectious disease; assuring food and drug safety; overseeing Medicare, Medicaid and CHIP; and providing financial assistance for low-income families.

Electronic Health Records (EHR) – A computer-based record containing healthcare information. This technology, when fully developed, meets provider needs for real-time data access and evaluation in medical care. Implementation of EHR increases the potential for more efficient care, speedier communication among providers, and management of ASOs.

Eligible – An individual qualified to receive services through the ASO, consistent with any applicable clinical eligibility requirements of DHH-OBH.

Emergent – Serious or extreme risk of harm, such as current suicidal ideation with expressed intentions; recent use of substances resulting in decreased inhibition of harmful behaviors; repeated episodes of violence toward self and others; or extreme compromise of ability to care for oneself leading to physical injury.

Evidence-Based Practice (EBP) – Clinical interventions that have demonstrated positive outcomes in several research studies to assist individuals in achieving their desired goals of health and wellness.

Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him or some other person. It includes any act that constitutes fraud under applicable federal or state law. Fraud may include deliberate misrepresentation of need or eligibility, providing false information concerning costs or conditions to obtain reimbursement or certification, or claiming payment for services which were never delivered or received.

Go-Live – The date the contract becomes operational, preceded by the Division of Administration/Office of State Procurement approval of the contract signed between DHH-OBH

and the ASO.

Grievance - A grievance is defined as an expression of dissatisfaction about any matter other than a denial or limited authorization of a requested service. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the rights of the individual/family seeking services.

Healthcare Effectiveness Data and Information Set (HEDIS) – A set of performance measures developed by the National Committee for Quality Assurance (NCQA). The measures were designed to help healthcare purchasers understand the value of healthcare purchases and measure plan (e.g., ASO) performance.

HIPAA Privacy Rule (45 CFR Parts 160 & subparts A and E of Part 164) – Federal regulations imposing standards for the privacy of an individual's medical records and other personal health information. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients' rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections.

HIPAA Security Rule (45 CFR Parts 160 & subparts A and C of Part 164) – Federal regulations requiring covered entities to maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of their electronic protected health information against any reasonably anticipated risks.

ICD-10-CM (International Classification of Diseases, 10th Revision, Clinical Modification) – No earlier than October 1, 2015, the ICD-9 code sets used to report medical diagnoses and inpatient procedures and for billing purposes will be replaced by ICD-10 code sets.

Information Systems (IS) – A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange, and/or transmission of information, i.e., structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling or facilitating a business process or related transaction.

Judicial Commitment – As per R.S. 28:54, any person of legal age may file a petition with the court which asserts his belief that a person is suffering from mental illness which contributes or causes that person to be a danger to himself or others or to be gravely disabled, or is suffering from substance use which contributes or causes that person to be a danger to himself or others or to be gravely disabled and may thereby request a hearing. The court shall assign a time for the hearing not later than eighteen calendar days after the filing of the petition. If the court determines that probable cause exists to believe that the respondent is suffering from mental illness or is suffering from substance use, the court shall appoint a physician to examine the respondent and make a written report to the court. This report shall set forth specifically the objective factors leading to the conclusion that the person is in need of immediate treatment as a result of such illness or substance use, and why involuntary confinement and treatment are indicated.

LGE – Local Governing Entity. LGEs are locally-based human services districts which provide mental health, developmental disability and addictive disorder services in a community-based model rather than under the state's central authority.

LMHP – For the purposes of the RFP, a Licensed Mental Health Professional (LMHP) is an individual who is currently licensed and in good standing in the state of Louisiana to practice within the scope of all applicable state laws, practice acts, and the individual's professional license. An LMHP includes individuals licensed to practice independently:

- Medical Psychologists
- Licensed Psychologists
- Licensed Clinical Social Workers (LCSWs)
- Licensed Professional Counselors (LPCs)
- Licensed Marriage and Family Therapists (LMFTs)
- Licensed Addiction Counselors (LACs)
- Advanced Practice Registered Nurses (must be a nurse practitioner specialist in either adult psychiatric & mental health or family psychiatric & mental health, or Certified Nurse Specialists in psychosocial, gerontological psychiatric mental health, adult psychiatric and mental health, or child-adolescent mental health and may practice to the extent that services are within the APRN's scope of practice)

LOCUS (Level of Care Utilization System) –A clinical tool used to evaluate and determine level of care placements for psychiatric services.

Major Mental Disorder (MMD) – A diagnosable mental disorder commonly associated with higher levels of impairment, per the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV-TR) or the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or subsequent revisions of these documents, including schizophrenia, delusional disorders, psychotic disorders, bipolar disorders, and major, single, or recurrent depression.

May – Denotes a preference but not a mandatory requirement.

McKesson InterQual - Evidence-based clinical decision support criteria.

Medicaid – A means tested federal-state entitlement program enacted in 1965 by Title XIX of the Social Security Act. Medicaid offers federal matching funds to states for costs incurred in paying healthcare providers for serving eligible individuals.

Medical Record – A single complete record kept at the site of the treatment(s) or care management entity for the individual/family seeking services, which documents all treatment plans developed, including, but not limited to, outpatient and emergency medical healthcare services, provided by the applicable health plan or ASO. The records may be electronic. The records must be dated, legible and signed or otherwise attested to, as appropriate to the media.

Medically Necessary Services – Healthcare services that are in accordance with generally accepted evidence-based medical standards, or that are considered by most physicians (or other independent licensed practitioners) within their respective professional organizations to be the standard of care. In order to be considered medically necessary, services must: 1) be deemed reasonably necessary to diagnose, correct, cure, alleviate, or prevent the worsening of a condition or conditions that endanger life; cause suffering or pain; or have resulted or will result in a handicap, physical deformity, or malfunction; and 2) not be more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease. Any such services must be clinically appropriate, individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and neither more nor less than what the recipient requires at that specific point in time.

Medicare – The federal medical assistance program in the United States, authorized in 1965 by

Title XVIII of the Social Security Act, to address the medical needs of U.S. citizens age 65 and older and some people with disabilities under age 65.

Monetary Penalties – Monetary sanctions that may be assessed whenever the ASO fails to achieve certain performance measures and other requirements defined in the terms and conditions of the provider agreement.

Must – Denotes a mandatory requirement.

National Committee for Quality Assurance (NCQA) – A not-for-profit organization that performs quality-oriented accreditation reviews on health maintenance organizations and other managed care plans.

Network – “Network” may be defined as a group of participating providers linked through agreements with the LGEs to supply a range of behavioral healthcare services. The term “provider network” may also be used.

Non-Medicaid – An individual seeking services that is not eligible for Medicaid benefits under Title XIX of the Social Security Act.

OBH – Office of Behavioral Health, Department of Health and Hospitals.

Original – Denotes must be signed in ink.

Ownership Interest – The possession of stock, equity in the capital, or any interest in the profits of the ASO.

Performance Improvement Projects (PIPs) – Projects to improve specific quality performance measures through ongoing measurements and interventions that result in significant improvement, and which is sustained over time, with favorable effect on health outcomes and satisfaction of the individual/family seeking services.

Performance Measure – Statement identifying an activity, input, output, outcome, achievement, ratio, efficiency, or quality to be measured relative to a particular goal or objective in order to assess performance.

Permanent Supportive Housing (PSH) – A cross-disability program that provides access to approximately 3,300 affordable housing units and subsidies statewide, depending upon new programs/voucher availability. Occupancy for a qualified tenant continues as long as the tenant’s household pays the rent and complies with the lease or applicable landlord/tenant laws. The housing is linked with supportive services that are: flexible and responsive to the needs of the individual; available when needed by tenants; and accessible where the tenant lives, if necessary. Housing is located primarily in multi-family rental housing that meets HUD Housing Quality Standards and is made available by the Louisiana Housing Authority under an approved Housing and Urban Development (HUD) Public Housing Authority Plan or directly with other qualified housing organizations. Housing is affordable to the eligible target population (monthly rent and utilities do not exceed 30% of monthly adjusted income).

Policies – The general principles that guide decisions and outcomes; high-level overall plans embracing general goals and acceptable procedure. As used herein in reference to DHH, policies are the general principles by which DHH is guided in its management of the non-Medicaid programs.

Prior Authorization (PA) – The process of determining medical necessity for specific services before they are rendered.

Proposer – Entity or company seeking a contract to provide stated deliverables and services identified within a Request for Proposal document.

Protected Health Information (PHI) – Individually-identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR Parts 160 and 164.

Provider – Any individual or entity furnishing services under an agreement with an LGE.

Quality – The degree to which the ASO increases the likelihood of desired health outcomes of individuals/families seeking services through its structural and operational characteristics and through the provision of health services that are consistent with current professional knowledge.

Quality Assessment and Performance Improvement Program (QAPI Program) – Program that objectively and systematically defines, monitors and evaluates the quality and appropriateness of care and services and promotes improved patient outcomes through performance improvement projects, medical record audits, performance measures, surveys, and related activities.

Quality Management (QM) – The ongoing process of assuring that the delivery of covered services is appropriate, timely, accessible, available, medically necessary, in keeping with established guidelines and standards, and reflective of the current state of medical and behavioral health knowledge.

Recommended Services and Supports (RSS) plan – Recommendation of needed services and supports that will be used to drive the provider-completed treatment plan that is consistent with the needs of the adult or child and medical necessity guidelines.

Redacted Copy – The removal of confidential and/or proprietary information from one copy of a proposal for public records purposes.

Related Party – A party that has, or may have, the ability to control or significantly influence a contractor; or a party that is, or may be, controlled or significantly influenced by a contractor. Related parties include, but are not limited to, agents, management employees, persons with an ownership or controlling interest in the entity, and their immediate families, ASOs, wholly-owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.

Representative – Any person who has been delegated the authority to obligate or act on behalf of another. Also known as the authorized representative or agent.

Routine – With regard to urgency of need for services, minimal to low risk of harm, such as absence of current suicidal ideation; substance use without significant episodes of potentially harmful behavior.

Rural Area – Refers to any geographic service area defined by the Office of Management and Budget's definition of rural.

Serious Emotional Disturbance (SED) - As per Substance Abuse and Mental Health Services

Administration (SAMHSA) definition, SED refers to persons from birth up to age 18, who currently or at any time during the past year, have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the DSM-IV that resulted in functional impairment, which substantially interferes with or limits the child's role or functioning in family, school, or community activities.

Serious Mental Illness (SMI) – As per Substance Abuse and Mental Health Services Administration (SAMHSA) definition, SMI is one that resulted in serious functional impairment, which substantially interfered with or limited one or more major life activities. It requires the person to have at least one 12-month disorder, other than a substance use disorder, that met DSM-5 criteria (APA, 2013) and to have serious impairment.

Shall – Denotes a mandatory requirement.

Should – Denotes a preference but not a mandatory requirement.

Significant – As utilized in this provider agreement, except where specifically defined, shall mean important in effect or meaning.

Solvency – The minimum standard of financial health for an ASO, in which assets exceed liabilities, and timely payment requirements can be met.

Start Date – The date the ASO starts managing prior authorization for medically necessary services for the LGEs. Also referred to as “go-live date.”

State – The State of Louisiana.

State General Fund (SGF) – Refers to funding appropriated by the state of Louisiana from non-federal sources.

Subcontractor – Means any person having a contract to perform work or render service to ASO as a part of the ASO's agreement arising from this solicitation.

Timely – Existing or taking place within a designated period; or within the time required by statute or rules and regulations, contract terms, or policy requirements.

Urgent – Moderate risk of harm, such as suicidal ideation without intent; or binge use of substances, resulting in potentially harmful behaviors without current evidence of such behavior.

Utilization Management (UM) – Refers to the process of evaluation of medical necessity, appropriateness, and efficiency of healthcare services, procedures, and facilities. UM is inclusive of utilization review and service authorization.

Validation – The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias, and in accordance with standards for data collection and analysis.

Waste (as in Fraud, Waste, and Abuse) – Over utilization of services or other practices that, directly or indirectly, result in unnecessary costs to the healthcare system, including State General Funds, Federal Grant monies, Medicare and Medicaid programs. It is not generally considered to be caused by criminally negligent actions, but by the misuse of resources.

Will – Denotes a mandatory requirement.

I. GENERAL INFORMATION

A. BACKGROUND

1. This Request for Proposals (RFP) covers the administrative management of behavioral health services for non-Medicaid/uninsured individuals in need of behavioral health services in outpatient, residential, and acute care settings for both mental illness and/or substance use disorders.
2. The aim of the RFP is to improve administrative oversight of access to services, quality of care, and efficiency in the delivery system for non-Medicaid/uninsured children, youth, and adults eligible for behavioral healthcare services through statutory dedications and grants.
3. Participating state agencies/providers under this RFP include:
 - a. The Department of Health and Hospitals (DHH). DHH's mission is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. DHH is dedicated to fulfilling its mission through direct provision of quality services, protecting and promoting health, the development and stimulation of services, and the utilization of available resources in the most effective manner. DHH's responsibilities include administering the state's Medicaid program; ensuring and promoting public health through monitoring, coordination and outreach; maintaining a system for those with behavioral health needs, including both mental health and substance use disorders; and providing services for aging populations and people with developmental disabilities.
 - b. DHH is comprised of the Bureau of Health Services Financing (BHSF), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
 - c. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
 - d. DHH has designated the DHH-Office of Behavioral Health (DHH-OBH) as the issuing agency for this RFP. DHH has also designated DHH-OBH as the agency responsible for policy direction and oversight of behavioral health services for the uninsured.
 - e. The mission of DHH-OBH is to lead the effort to build and provide a comprehensive, integrated, person-centered system of prevention and treatment services that promote recovery and resilience for all citizens of Louisiana. DHH-OBH assures public behavioral health services are accessible, have a positive impact,

are culturally and clinically competent and are delivered in partnership with all stakeholders.

- f. DHH-OBH oversees services for adults with severe mental illness, children and adolescents with serious emotional disorders (SED), and all people experiencing an acute mental illness, as well as individuals of all ages with substance use disorders (SUDs). DHH-OBH is responsible for planning, developing, operating, and evaluating public mental health (MH) and substance use disorder (SUD) services for the citizens of the state.
- g. DHH-OBH advocates that services be delivered in a manner that incorporates the person's needs and individual goals and advances a resiliency, recovery, and consumer-focused system of person-centered care to increase patient personal responsibility and self-management. The instillation of hope and the belief that persons can recover from mental health and substance use disorders is critical in the service planning process for individuals with behavioral health needs. Behavioral health supports and services should be rendered in the least restrictive manner, allowing the person to work toward increasing levels of independence.
- h. DHH-OBH operates two intermediate/long-term inpatient care psychiatric hospitals: Eastern Louisiana Mental Health System (ELMHS) in Jackson, Louisiana and Central Louisiana State Hospital (CLSH) in Pineville, Louisiana. DHH-OBH also has Cooperative Endeavor Agreements (CEAs) with private hospitals to provide 70 acute care beds for adults and 28 acute care beds for children/adolescents. In addition, the CEA hospitals provide treatment to adult patients who have been Judicially Committed (JC) and are waiting for transfer to a long-term hospital.
- i. DHH-OBH works closely with a system of ten (10) independent healthcare districts or authorities (also referred to as local governing entities or LGEs, which are listed in Table 1 below) located throughout the state.
- j. Within LGEs, services are provided through various arrangements including state-operated, state-contracted services, private comprehensive providers, rehabilitation agencies, community addiction and mental health clinics, Licensed Mental Health Professionals (LMHPs), and certified peer support specialists.

Table 1: Local Governing Entity (LGE) Districts/Authorities

Region 1	Metropolitan Human Services District (MHSD)
Region 2	Capital Area Human Services District (CAHSD)
Region 3	South Central Louisiana Human Services Authority (SCLHSA)
Region 4	Acadiana Area Human Services District (AAHSD)
Region 5	Imperial Calcasieu Human Services Authority (ImCal)
Region 6	Central Louisiana Human Services District (CLHSD)
Region 7	Northwest Louisiana Human Services District (NWLHSD)
Region 8	Northeast Delta Human Services Authority (NEDHSA)
Region 9	Florida Parish Human Services Authority (FPHSA)
Region 10	Jefferson Parish Human Services Authority (JPHSA)

B. PURPOSE OF RFP

1. The purpose of this RFP is to solicit proposals from qualified Administrative Service Organizations (ASO) with demonstrated experience and success with implementation of a system of service management consisting of but not limited to Service Authorization, Utilization Management, and Care Coordination, along with ability to provide the requisite trainings for behavioral health provider organizations. The focus is the non-Medicaid/uninsured child, youth and adult populations in need of behavioral health services in outpatient, residential, and acute care settings for both mental illness and/or substance use disorders.
2. DHH-OBH currently has a system in place to ensure that an array of services is available for the Medicaid population under the Louisiana Behavioral Health Partnership (LBHP) and Bayou Health. Through these managed care programs, quality of services is monitored and outcomes are measured. For more information and details concerning these programs, please review the original requests for proposals for these programs released in 2014 found here:
 - a. LBHP: -
<http://new.dhh.louisiana.gov/assets/docs/contracts/305PUR-DHHRFP-SMO-2014-OBH.pdf>
 - b. Bayou Health:
<http://new.dhh.louisiana.gov/assets/docs/contracts/BayouHealthPr epaidFINAL72814.pdf>
3. There is now a need to ensure the same or similar system of management, quality monitoring, and outcomes measurement is available for services provided to the non-Medicaid/uninsured population.
4. Currently, services are provided to the non-Medicaid/uninsured population through State General Fund (SGF) and the following statutory dedications and grants which are managed by DHH-OBH and/or the LGEs:
 - Community Mental Health Services Block Grant (MHBG);
 - Cooperative Agreements to Benefit Homeless Individuals (CABHI);
 - Louisiana Partnerships for Success (LaPFS);
 - Projects to Assist in Transition from Homelessness (PATH);
 - Statutorily Dedicated Funds (Gambling and Tobacco);
 - State Adolescent Treatment Enhancement & Dissemination Program (SAT-ED);
 - Substance Abuse Prevention and Treatment Block Grant (SAPT);
 - and
 - Temporary Assistance for Needy Families (TANF) – federal funds for women and dependent children through the Department of Children and Family Services (DCFS).
5. Through this RFP, DHH seeks to contract for the needed services and to give all qualified businesses, including those that are owned by minorities, women, persons with disabilities, and small business enterprises an opportunity to do business with the state as the ASO.

C. GOALS AND OBJECTIVES

1. DHH-OBH continues to move toward decreased reliance on institutional and inpatient level of care for children and adults. The overall goal continues to be focused on the development of an effective service array for children and adults in the community and avoiding out-of-home placement whenever possible.
2. Louisiana has been working toward healthcare system reform in support of effective clinical and administrative management of behavioral health services. This RFP is being issued in furtherance of those administrative management efforts, which focus on the following strategies:
 - a. Service authorization to improve access, quality, and efficiency of behavioral health services for eligible non-Medicaid/uninsured children, youth and adults with substance use disorders (SUD) and/or Serious Mental Illness (SMI) or Serious Emotional Disturbances (SED), including persons with acute stabilization needs and uninsured adults who have previously met the above criteria and need subsequent medically necessary services for stabilization and maintenance, through administrative management of these services by the ASO;
 - b. Benchmarking and data collection to catalogue behavioral health treatment outcomes and effective prevention strategies;
 - c. Utilization Management to achieve reductions in overutilization of acute care hospital, admissions, extended lengths of stay and readmissions;
 - d. Collaborating with the LGEs in managing the referral process for behavioral health crises;
 - e. Decreasing fraud, abuse, and wasteful spending; and
 - f. Effectively assisting DHH-OBH in monitoring the use of state, federal, and local resources, thereby creating a more sustainable system with greater accountability for dollars spent.
3. Data estimates of Louisiana's uninsured population and non-Medicaid individuals who have received services through the Louisiana Behavioral Health Partnership can be accessed through the following sources:
 - a. Louisiana's Uninsured Population: A Report from the 2013 Louisiana Health Insurance Survey Sponsored by The Louisiana Department of Health & Hospitals (2013):
<http://dhh.louisiana.gov/assets/medicaid/LHIS/2013LHIS/LHIS2013Final.pdf>
 - b. Louisiana Behavioral Health Partnership Transparency Report for Fiscal Year 2014 (2015):
http://new.dhh.louisiana.gov/assets/docs/BehavioralHealth/LBHP/Act212_TransparencyReport/Act212_FinalBMACapproved_12312014.pdf

D. INVITATION TO PROPOSE

1. DHH-OBH invites qualified entities to submit proposals to provide ASO services in accordance with the specifications and conditions set forth herein. All responses must be received by the due date and time. If your organization is interested in submitting a proposal for the requested services described, please submit by 4:00 pm CT on October 9, 2015, to the RFP Coordinator listed in Section II.A.

E. RFP ADDENDA

1. In the event it becomes necessary to revise any portion of the RFP for any reason, DHH shall post addenda, supplements, and/or amendments to the following web addresses:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

2. It is the responsibility of the proposer to check the websites for addenda to the RFP, if any.

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II. ADMINISTRATIVE INFORMATION

A. RFP COORDINATOR

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Janice Petersen, Ph.D.
Deputy Assistant Secretary
Louisiana Department of Health and Hospitals
Office of Behavioral Health
628 North 4th Street, Baton Rouge, LA 70802
Telephone Number: (225) 342-2540
Facsimile Number: (225) 342-3875
E-mail: Janice.petersen@la.gov

This RFP is available at the following web links:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

2. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

B. PROPOSER INQUIRIES

1. DHH will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
May also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

2. DHH reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. DHH's official responses and other official communications pursuant to this RFP shall constitute an addendum to this RFP.
3. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.
4. Each proposer should carefully review this RFP for questions, defects, objections, or any other matter requiring clarification or correction.
5. Proposers should notify DHH of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline

for submitting questions. If a proposer fails to notify DHH of these issues, it will submit a proposal at its own risk.

C. PRE-PROPOSAL CONFERENCE

Not required for this RFP.

D. SCHEDULE OF EVENTS

DHH reserves the right to deviate from this Schedule of Events.

Schedule of Events	
Public Notice of RFP	08/28/2015
Deadline for Receipt of Written Questions	09/04/2015
Deadline for DHH Responses to Written Questions	09/15/2015
Deadline for Receipt of Written Proposals	10/09/2015 (4:00 p.m. CT)
Contract Award Announced	10/22/2015
Contract Start Date	01/04/2016

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III. SCOPE OF WORK

A. ASO PROJECT OVERVIEW

1. Prior Authorization

- a.** The ASO shall conduct prior authorization of behavioral health services based on medical necessity in accordance with the Service Definitions Manual for DHH-OBH non-Medicaid/uninsured eligible populations funded through non-Medicaid dollars, including services for individuals with co-occurring mental health and addictive disorders.
- b.** The ASO will also manage prior authorization of behavioral health services when non-Medicaid/uninsured individuals are dually involved with DHH-OBH and the Department of Children and Family Services (DCFS) or the Office of Juvenile Justice (OJJ).
- c.** The ASO will be responsible for the application of service authorization criteria based on medical necessity for all behavioral health services provided to non-Medicaid/uninsured individuals/families seeking services, including the state's contracted inpatient psychiatric beds.
- d.** The ASO shall manage prior authorizations for the treatment of substance use disorders for non-Medicaid/uninsured individuals/families seeking services. Substance use services include the American Society of Addiction Medicine (ASAM) levels of care.
- e.** The ASO shall screen individuals/families seeking services through contact with the provider or LGE to determine level of need for the purpose of service authorization based on medical necessity. Based on this medical necessity determination, the ASO shall authorize services as appropriate.
- f.** The ASO shall determine medical necessity, prior authorization, and authorization for continuation of services for non-Medicaid/uninsured individuals in need of behavioral health services in outpatient, residential, and acute care settings for both mental health and/or substance use disorders. Priority populations for services authorized by the ASO include the following:
 - 1)** Adults with SMI and/or SUD needing outpatient behavioral health services;
 - 2)** Adults with SMI and/or SUD needing residential treatment;
 - 3)** Adults with SMI and/or SUD needing acute hospitalization;
 - 4)** Children and adolescents with SED needing behavioral health related acute hospitalization;
 - 5)** Children and adolescents with SED needing outpatient behavioral health services;

- 6) Children and adolescents with SED needing residential SUD and/or treatment for mental illness;
 - 7) Parents of children who are at risk of out of home placement, when services aimed at addressing the parents' behavioral health needs can be expected to increase the parents' ability to maintain the child safely in the home; and
 - 8) Adults in an acute care unit who are judicially committed and waiting for transfer to long-term care;
 - 9) Pregnant women with SUD;
 - 10) Intravenous drug users;
 - 11) Tuberculosis service users;
 - 12) Early intervention services for HIV/AIDS users (not limited to drug users);
 - 13) Primary prevention services
 - 14) SUD women with dependent children; and
 - 15) HIV Drug Users.
- g. The ASO will provide the following administrative services to qualified non-Medicaid/uninsured eligible individuals/families seeking services, including but not limited to:
- 1) Referral to an LGE or LGE subcontracted provider as needed (within the non-Medicaid/uninsured provider network) for a comprehensive assessment for clients who are eligible for further assessment of need for services utilizing approved DHH-OBH instruments, such as the Addiction Severity Index (ASI), the Level of Care Utilization System (LOCUS) or other DHH-OBH approved methods (based on DHH-OBH set criteria) as indicated and track treatment effectiveness before the reauthorization of additional services;
 - 2) If a child appears to be a potential candidate for the Coordinated System of Care (CSoC); referral to the managed care entity responsible for management of CSoC if indicated and as needed;
 - 3) Based on assessment recommendations, authorize the development of a treatment plan and prior authorize the appropriate services (service package) available within the LGE non-Medicaid/uninsured network;
 - 4) Provide client level data on services provided and service providers including, but not limited to, summary reporting and trend analysis of services; and
 - 5) Provide concurrent review and level of care decisions based on assessments and treatment planning.

- ## 2. Utilization Management

- ### 3. Care Coordination

- 20

seeking services in accessing the identified services, including follow-up with the provider or individual seeking services to ensure follow-up and/or additional appointments are scheduled and kept.

- e.** The ASO shall monitor the LGEs relative to tracking Medicaid eligibility for individuals seeking services and their Medicaid application status throughout the duration of the individual's care.
- f.** The ASO shall make available interpretive services for non-English speaking and hearing impaired individuals/families seeking services and providers.
- g.** The ASO shall provide auxiliary aids and alternative formats, including formats accessible to the visually impaired as needed for individuals/families seeking services and providers.

4. Continued Stay Review

- a.** The ASO shall participate in the DHH-OBH Continued Stay Review (CSR) Process for non-Medicaid/uninsured individuals/families seeking services.
- b.** The ASO will coordinate transfer of clinical authorization data for individuals/families seeking services to the DHH-OBH CSR team once continued stay is requested by the provider but the ASO can no longer justify on the basis of medical necessity.
- c.** The ASO will coordinate transfer of clinical authorization data for individuals/families seeking services to DHH-OBH Fiscal for reconciliation of billing and payment authorizations.

5. Training

- a.** The ASO shall conduct training of providers on ASO systems and procedures including but not limited to:
 - 1)** Medical necessity criteria
 - 2)** Electronic authorizations
 - 3)** Grievances and appeals
- b.** The ASO shall demonstrate method(s) for training and monitoring both ASO staff and providers on UM and appropriate care coordination.
- c.** The ASO shall ensure a seamless transition during changes in level of care through:
 - 1)** Training and monitoring both inpatient and outpatient providers on the value of coordination and timely care transitions that promote effective transitions from one level of care to another;

- 2) Assisting providers in making appropriate referrals during transition in order to reduce readmissions to a higher level of care; and
- 3) Develop a DHH-OBH approved plan to train inpatient and outpatient providers to coordinate seamless and effective care transitions. The ASO shall submit its training plan to DHH-OBH thirty (30) calendar days prior to the contract start date.

6. Quality Management

a. The ASO shall:

- 1) Accept of performance measures, thresholds, and other requirements described in the RFP and contract; and
- 2) Demonstrate capability to update performance measures as industry standards and program requirements change.
- 3) Establish a quality assessment and performance improvement (QAPI) program based on a model of continuous quality improvement using clinically sound, nationally developed and accepted criteria.
- 4) Recognize that the QAPI process shall be data driven, requiring continual measurement of clinical and non-clinical processes driven by such measurements and requiring re-measurement of effectiveness and continuing development and implementation of improvements as appropriate.
- 5) Provide reports to DHH-OBH with data collected on race, ethnicity, primary language, gender, age, and geography (e.g., urban/rural).
- 6) Develop QAPI activities to improve health disparities identified through data collection.
- 7) Detect and address under- and over-utilization of services.
- 8) Identify a method for verification of receipt of services.
- 9) Participate in quality-related meetings and workgroups with DHH-OBH, as requested.
- 10) Fully cooperate in quality reviews conducted by DHH-OBH or its designee, and participate in the review of quality findings and take action as directed by DHH-OBH.
- 11) Submit reports on Healthcare Effectiveness Data and Information Set (HEDIS)–like measures for the non-Medicaid/uninsured population on a quarterly basis and in a format approved by DHH-OBH, inclusive of, but not limited to, the following measures:

a) Antidepressant Medication Management

- b)** Follow-Up After Hospitalization for Mental Illness
 - c)** Initiation and Engagement of Alcohol and Other Drug Dependence Treatment
 - d)** Follow-Up Care for Children Prescribed ADHD Medication
 - e)** Adherence to Antipsychotic Medications for Individuals with Schizophrenia
- 12)** Solicit feedback and recommendations from partnering organizations (e.g., OCDD), individuals seeking services and their families/caregivers, and providers and use feedback and recommendations to improve performance.
- 13)** Conduct peer review to evaluate the clinical competence, quality, and appropriateness of care/services to individuals/families seeking services.
- 14)** Ensure data collection and reports to DHH-OBH are valid and accurate.
- b.** The ASO shall maintain data integrity, accuracy, and consistency in data. DHH-OBH holds the right to validate all reporting. As such, all reports submitted to DHH-OBH shall include analytical methodology (e.g., numerator, denominator, sampling methodology, data source, data validation methods, results summary, and source code in a statistical language matching one used by DHH-OBH).
- c.** All quantitative reports shall include a summary table that presents data over time including monthly, quarterly, and/or year-to-date summaries as directed by DHH-OBH.
- d.** The tools and reports shall be flexible and adaptable to changes in the quality measurements required by DHH-OBH.
- e.** DHH-OBH may change or add performance measure reporting requirements with a sixty day advance notice. Any costs resulting from changes or additions to reporting requirements shall be absorbed by the ASO.
- f.** The ASO shall submit an annual QAPI written evaluation to DHH-OBH no more than three months following the end of each contract year that includes, but is not limited to:
 - 1)** A description of the ongoing and completed QAPI activities;
 - 2)** Service utilization, including outliers, trends, and lengths of stay by service; and c
 - 3)** Development of future work plans based on incorporation of previous year findings of the overall effectiveness of the QAPI program.

- g.** The ASO shall track, review, and investigate critical incidents and other quality of care issues (e.g., seclusion/restraint, accidents, etc.).

B. DELIVERABLES

1. General ASO Requirements

- a.** DHH shall review the ASO's financial condition during the ASO procurement process, quarterly (upon submission of quarterly financial reports), annually (upon submission of annual audited financial statements), and upon any suspicion or findings of possible financial inadequacy for performance of the contract.
- b.** The ASO may not have an actual or perceived conflict of interest that would interfere or give the appearance of possibly interfering with its duties and obligations under the contract or any other contract with DHH.
- c.** The ASO shall demonstrate ability to administratively manage core benefits and services to all individuals/families seeking services upon completion of the ASO implementation plan.
- d.** The ASO shall be responsible for the administrative management of the requirements and responsibilities under the contract with DHH and any and all DHH issued policy manuals and guides. This is also applicable to all subcontractors, employees, agents and anyone acting for or on behalf of the ASO.
- e.** The ASO's administrative office shall maintain normal business hours of 8:00 a.m. to 5:00 p.m. CT Monday through Friday, excluding recognized Louisiana state holidays, and be operational on all DHH regularly scheduled business days. A listing of state holidays may be found at:

<http://doa.louisiana.gov/osp/aboutus/2015holidays.htm>
- f.** The ASO shall be an entity authorized to do business in Louisiana. DHH believes maintaining a presence in Louisiana is vital to the successful fulfillment of the terms of the contract and essential that the ASO have offices within close proximity to DHH's headquarters in order to facilitate oversight of the ASO with face to face meetings, on-site record and system reviews as applicable, audits, staff trainings, and monitoring of operations. DHH-OBH shall approve the location of the ASO headquarters based on travel time and distance from the DHH headquarters.
- g.** The ASO shall maintain appropriate personnel to manage responsibilities outlined in the Scope of Services.
- h.** The ASO shall coordinate with any entity contracted by the state as directed by DHH-OBH relative to the scope of work of this contract.
- i.** The ASO shall comply with all current state and federal statutes, regulations, and rules that are or become effective during the term of this contract. DHH-OBH is not precluded from implementing any

changes in state or federal statutes or rules that become effective during the term of this contract. Any potential costs associated with such changes shall be negotiated with DHH and the contract shall be amended.

- j. The ASO shall protect confidential information and documents in accordance with all applicable state and federal laws and regulations, including but not limited to 42 USC §290dd-2, 42 CFR Part 2, La. R.S. 46:56, and 45 CFR Parts 160 and 164, as applicable.

2. Programmatic Requirements

a. The ASO shall:

- 1) Demonstrate at least five (5) years' behavioral health administrative and clinical managed care experience and success in its contracts for the provision of administrative management of managed behavioral healthcare services with complex, publicly-funded behavioral health programs.
- 2) Provide services to governmental clients and populations as demonstrated by:
 - a) Experience managing care delivery for adults with SMI;
 - b) Experience managing care delivery for adults with substance use disorders;
 - c) Experience managing care delivery for children and youth with specialized behavioral health needs and severe behavioral health challenges involved with the child welfare and juvenile justice systems, particularly those at risk of, or already in, restrictive settings outside their home;
 - d) Experience in establishing partnerships with governmental clients representing multiple child-serving agencies, and engaging community leaders, stakeholders, advocacy organizations, and providers in the delivery of behavioral health services;
 - e) Experience in implementing complex public sector managed care programs;
 - f) A cohesive, integrated management structure that allows for timely decisions at the local level, within a corporate framework that provides access to industry-leading tools, technology, expertise, and oversight;
 - g) A proven reputation for being responsible and reliable in executing decisions based on values

consistent with the principles and goals defined in this RFP; and

- [illegible]

- b.** The ASO shall demonstrate use of McKesson InterQual or equivalent criteria as basis for clinical decision support which considers the severity of symptoms or behaviors in the context of patient-specific variables that help place a patient in the most appropriate level of care. Determination criteria must be approved by DHH-OBH thirty (30) calendar days prior to contract start date and shared with the LGEs.
- c.** Based on assessment recommendations, the ASO shall authorize the development of a treatment plan and prior authorize the appropriate services (service package) available within the LGE non-Medicaid network.
- d.** The ASO shall review requests for additional services and authorize based on provider recommendations and medical clinical justification that documents medical necessity, and regional availability when appropriate.
- e.** For individuals/families seeking services in residential or acute treatment, the ASO shall communicate to DHH-OBH staff when medical necessity terminates in order to facilitate the initiation of the continued stay review process.
- f.** The ASO shall maintain knowledge and understanding of all levels of care available through each of the LGEs or programs funded through federal or state funds and their eligibility criteria in order to make appropriate referrals when providers request authorization for services.
- g.** The ASO shall finalize a sustainable Recommended Services and Supports (RSS) plan based on medically necessary services that will be used by the provider to develop a treatment plan that is consistent with the needs of the individual seeking services and medical necessity guidelines.
 - 1)** The ASO shall ensure that RSS plans are developed with full participation by the individual/family seeking services and their support network (as appropriate), individualized to their needs, and incorporate all needed services, including linkages to support services (e.g., housing, primary care, transportation).
 - 2)** The ASO shall coordinate with the LGEs to ensure care coordination based on the RSS plan.
- h.** The ASO shall provide concurrent review and level of care decisions based on assessments and treatment planning.
- i.** Within thirty (30) days of the contract start date, the ASO shall present for DHH-OBH approval policies, workflows, and methods of working with the LGEs to:
 - 1)** Enhance/increase quality of providers and services; and

- 2) Serve rural areas for individuals/families seeking services needing rapid intervention who do not currently meet criteria for inpatient psychiatric care but may escalate if no intervention is provided.
- j. The ASO shall collaborate with inpatient/residential facilities in discharge planning that ensures:
- 1) Enhanced quality of discharge planning;
 - 2) Documentation of discharge planning;
 - 3) Connection of individuals/families seeking services to timely aftercare; and
 - 4) Follow-up.
- k. The ASO shall demonstrate capacity to monitor provider's adherence to:
- 1) Established benchmarks and outcome measures; and
 - 2) Procedures for discharge planning.
- l. Grievances and Appeals
- 1) The ASO shall have a system for grievances and appeals of medical necessity determinations, which shall include authorization for inpatient and outpatient services.
 - 2) The ASO shall refer all non-Medicaid/uninsured individuals seeking services who are dissatisfied with the ASO, the LGEs, or their subcontractors in any respect to the ASO's staff authorized to review and respond to grievances and require corrective action.
 - 3) Thirty (30) calendar days prior to the contract start date, the ASO shall submit its policy and procedure for addressing grievances and appeals for individuals/families seeking services and providers within timeframes approved by DHH-OBH that is inclusive of the following minimum requirements:
 - a) A process for non-Medicaid/uninsured individuals seeking services, or an authorized representative, to file a grievance and/or an appeal.
 - b) A process for providers acting on behalf of the individual seeking services with their written consent to file a grievance or ASO level appeal.
 - c) A process for providers to appeal a service authorization determination when requesting a continued stay review of residential or acute inpatient treatment.

- d) A communication process to inform DHH-OBH and the LGEs of grievances for individuals/families seeking services.
 - e) Notice to the LGEs of a pending appeal within the ASO and the opportunity to participate in conjunction with the ASO in order to present budgetary restrictions for consideration.
 - f) A requirement that the individual seeking services or provider should exhaust the ASO's internal grievance/appeal procedures prior to accessing the LGEs for an override of service authorization determinations.
 - g) A process for tracking any LGE overrides of service authorizations based on medical necessity.
- 4) The ASO shall track and analyze data on common reasons for denials or grievances to better enhance quality of services provided and to monitor over- or under-utilization of specific services and report it in a format and frequency approved by DHH-OBH.
- m. The ASO shall ensure that block grant requirements are met, including but not limited to, ensuring that priority populations (as listed under Section III.A.1.f.) in need of treatment are admitted by providers receiving SAPT and Community Mental Health Services Block Grant funds.
- n. The ASO shall address individuals/families seeking services with problem gaming and tobacco usage, including:
 - 1) Providing evidence-based screening;
 - 2) Coordinating care with appropriate providers; and
 - 3) Tracking and reporting referrals and persons who accessed services.
- o. The ASO shall monitor TANF funded residential services for women with dependent children, including:
 - 1) Coordinating care with appropriate providers; and
 - 2) Tracking and reporting referrals and persons who accessed services.
- p. Hospital Functions
 - 1) DHH-OBH provides both acute and long-term hospitalization for patients in need. Acute care patients are served through hospitals with Cooperative Endeavor Agreements with DHH-OBH, as well as the state owned acute unit at East Louisiana Mental Health System (ELMHS). These hospitals often serve patients who have been judicially committed (JC) to long-term

care and children who have been ordered to a hospital for competency restoration or to await judicial disposition. The ASO is expected to develop and manage a DHH-OBH approved plan for authorizations for individuals receiving acute care services, including the following:

- a)** Criteria that will be used to determine the medical necessity of non-Medicaid/uninsured individuals/families seeking services needing acute care.
- b)** An authorization and re-authorization process for admission into acute care beds when medical necessity is met.
- c)** A plan for addressing denials, peer reviews and appeals with referring hospitals.
- d)** Capacity to provide weekly reports on each individual/family seeking services that includes beginning and end dates of all authorizations for acute care hospital stays to ensure invoices can be reconciled. The format of the reports shall be submitted to DHH-OBH for approval thirty (30) calendar days prior to implementation.
- e)** A plan for determining continued medical necessity for judicial commitments placed in acute beds while waiting for long-term care.
- f)** A plan for collaborating and assisting with discharge planning to a lower level of care.
- g)** A plan for assisting state-operated and CEA hospitals with:
 - Placement in state operated nursing facilities and/or facilities offering long-term supports and services when indicated.
 - Developing discharge and aftercare plans.

4. Staffing Requirements/Qualifications

- a.** Thirty (30) calendar days prior to contract start date, the ASO shall have in place the organizational, operational, and administrative systems capable of fulfilling all contract requirements. The ASO shall be staffed by qualified persons in numbers appropriate for the non-Medicaid/uninsured population seeking behavioral health services.
- b.** All staff shall be compliant with all HIPAA laws.
- c.** The ASO shall provide a listing of dedicated corporate resources to DHH-OBH annually and upon request.

- d. The ASO shall require and provide documentation that all staff have the training, education, experience, orientation, and credentialing, as applicable, to perform assigned job duties. The ASO shall maintain current organizational charts, resumes, and written job descriptions for all key staff and consultants. All information shall be made available to DHH-OBH upon request.
- e. The ASO shall employ key staff to work full-time (full-time equivalent per position) at the ASO administrative office.
- f. Upon request, the ASO shall provide DHH-OBH with the opportunity to review key staff resumes and approve key staff prior to hire. Such approval shall not be unreasonably withheld or delayed.
- g. Thirty (30) calendar days prior to contract start date, the ASO must provide the organizational chart of key staff and consultants, including the name of the staff members performing the duties of the key staff. The organizational chart shall be updated upon employment of new key staff and supplied to and approved by DHH-OBH upon request and at least annually.
- h. Key staff positions are as follows:
 - 1) The **Chief Executive Officer (CEO)** must serve in a full time (40 hours weekly) position available during normal business hours of the ASO's administrative office to fulfill the responsibilities of the position and to oversee the entire operation of the ASO. The CEO shall devote sufficient time to the ASO's operations to ensure adherence to program requirements and timely responses to DHH.
 - 2) The **Chief Medical Officer (CMO)** must be a physician with a current, unencumbered Louisiana medical license, board-certified in psychiatry with at least three (3) years of training in an Accreditation Council for Graduate Medical Education (ACGME) accredited psychiatry residency program. The Chief Medical Officer shall devote a minimum 20 hours weekly to the ASO's operations to ensure timely medical decisions, including after-hours consultation as needed. During periods when the CMO is not available, the ASO shall have physician staff to provide competent medical direction. This position shall have the responsibility for effective implementation of the Quality Management (QM) program and the Utilization Management (UM) of services and associated appeals as these functions relate to children and youth, and adults with SMI and/or substance use disorders. The CMO will share responsibility to manage the ASO's behavioral health services delivery system with the Chief Operations Officer, and shall be actively involved in all major clinical and quality management components of the ASO. The CMO shall be responsible for:
 - a) Development, implementation, and medical interpretation of medical policies and procedures

including, but not limited to, service authorization, discharge planning, and referral management, and medical review included in the ASO Grievance System;

- b) Serving as director of the UM committee and chair or co-chair of the Quality Assessment and Performance Improvement (QAPI) committee;
 - c) Ensuring adoption and consistent application of appropriate inpatient and outpatient medical necessity criteria;
 - d) Ensuring appropriate concurrent review and discharge planning of inpatient stays is conducted; and,
 - e) Development, implementation, and monitoring the provision of care coordination, disease management, and case management functions.
- 3) The **Chief Financial Officer (CFO)** shall be a certified public accountant with experience and demonstrated success in managed behavioral healthcare responsible for effective implementation and oversight of the budget, accounting systems, and all financial and reporting operations of the ASO in compliance with federal and state laws and the requirements set forth in this contract, including all documents incorporated by reference.
- 4) The **Chief Operations Officer (COO)** shall be an LMHP and have at least seven (7) years' experience in managing behavioral healthcare operations. The COO shall have oversight of staff and services related to the delivery of covered mental health and addiction services to children/youth, adults with serious mental illness and/or with substance use disorders in compliance with federal and state laws and the requirements set forth in this contract, including all documents incorporated by reference. The COO will share responsibility to manage the ASO's behavioral health services delivery system with the CMO.
- 5) The **Contract Compliance Officer** will serve as the primary point-of-contact for all ASO operational issues. The primary functions of the Contract Compliance Officer may include but are not limited to coordinating the tracking and submission of all contract deliverables; fielding and coordinating responses to inquiries, coordinating the preparation and execution of contract requirements, random and periodic audits and *ad hoc* visits and deliverables.
- 6) The **Grievance and Appeals Administrator** will manage and adjudicate disputes for individuals/families seeking services and providers arising under the Grievance System including grievances and appeals by individuals/families seeking

services and provider disputes in compliance with the requirements in the contract, including all documents incorporated by reference. The Grievances and Appeals Administrator advocates for rights of individuals/families seeking services, assuring grievance and appeal trends are reported to and addressed within the QAPI committee.

- 7) The **Quality Management Coordinator (QMC)** shall be an LMHP. This position is responsible for the development of the ASO's QAPI and UM Plan and its effective implementation in collaboration with the Chief Medical Officer and the Utilization Review Administrator, and compliance with federal and state laws and the requirements in this contract, including all documents incorporated by reference. The QMC shall have significant experience and expertise in the oversight of effective quality improvement public sector programs and managed behavioral healthcare delivery systems.
- 8) The **Utilization Review Administrator** shall be an LMHP with documented experience in the implementation of a UM program that assures individuals/families seeking services receive effective medically necessary services, with strong emphasis on community and family-based services, in compliance with federal and state laws and the requirements in this contract, including all documents incorporated by reference. In addition, the Utilization Review Administrator will be responsible for the following:
 - a) Monitoring prior authorization functions and assuring that decisions are made in a consistent manner based on clinical criteria and meet timeliness standards; and,
 - b) Monitoring, analyzing and implementing appropriate interventions based on utilization data, including identifying and correcting over or under utilization of services.
- 9) The **Provider Services Manager** is responsible for assuring timely inter-provider referrals and associated appointment access, and assisting in resolving provider grievances, disputes between providers and the investigation of grievances by individuals/families seeking services regarding providers; coordinates provider site visits; implements and monitors corrective action plans after grievances are resolved, as needed; and assures accuracy of provider service delivery reports. The Provider Services Manager shall have significant experience and expertise in quality management and provider behavioral health services.
- 10) The **Peer Support Specialist** shall report to the Provider Services Manager and be responsible for developing a plan to utilize peer support specialists to provide transition from institutions and follow-up. The Peer Support Specialist shall

also be responsible for liaising with the LGEs' peer support specialists.

11) The **Addiction Services Manager (ASM)** shall be an LAC, or with OBH approval, an LMHP with at least seven (7) years of clinical experience with addiction treatment of adults and children experiencing substance use problems and disorders. The ASM shall be responsible for oversight and compliance with the addiction principles of care and application of American Society of Addiction Medicine (ASAM) placement criteria for all addiction program development. The ASM will work closely with the COO, the Quality Management Coordinator, and the Chief Medical Officer in assuring quality, appropriate utilization management, and adequacy of the addiction provider network.

12) The **Information Management Systems Director** must be an Information Technology (IT) professional trained and experienced in information systems, data processing, and data reporting to oversee all ASO information systems functions including, but not limited to, establishing and maintaining connectivity with DHH information systems, systems coordination with the LGEs, and providing necessary and timely reports to DHH. The Information Management Systems Director shall have significant experience and expertise in behavioral health data systems and electronic health records.

i. In addition to the key staff, the ASO shall have sufficient number of qualified staff to meet the responsibilities of this contract, including sufficient experience and expertise in working with the eligible individuals/families seeking services served under this contract. The ASO shall have a sufficient number of the staff at a minimum in the following categories:

1) **Prior Authorization Staff** to authorize healthcare 24 hours per day, 7 days per week. The ASO shall have staff with clinical expertise and training to apply service authorization criteria based on medical necessity and practice guidelines. Determinations of service authorization must be made by qualified and trained LMHPs. The ASO shall have a plan for staff to conduct concurrent reviews.

2) **Quality Management Staff** to oversee the implementation of the ASO's QAPI and UM Plan and to track, review, and investigate critical incidents and other quality of care issues (e.g., seclusion/restraint, accidents, etc.), including reviewing performance measures, measuring treatment outcomes, assuring timely access to care, and implementing, measuring, and reporting on performance and reporting requirements.

3) **Behavioral Health Advisors**, who meet the criteria for one of the following categories, to provide utilization review and

consultation on treatment plans/plans of care for individuals/families seeking services:

- a) Psychiatrists who are board certified in child and adolescent psychiatry and addiction psychiatry.
 - b) Primary care physicians who are board certified in addiction medicine.
 - c) Clinical and medical psychologists.
- 4) **Provider Services Staff** to enable the LGEs to receive prompt responses and assistance and handle provider inquiries, grievances, and disputes. There shall be sufficient Provider Services Staff to enable providers to receive prompt resolution of their problems and inquiries and appropriate education about participation in the ASO program.
- 5) **Grievance and Appeals Staff** to timely and accurately process grievances and appeals by individuals/families seeking services and providers in a timely manner. Staff shall track and immediately notify the LGE of all grievances and monthly report to DHH-OBH on all reported grievances for individuals/families seeking services.
- 6) **Data Analysts** to collect, analyze, and assure the accuracy of data from providers and other information regarding the ASO's performance.
- 7) At a minimum, but not limited to, staff to provide the following liaison activities:
 - a) Assess Medicaid eligibility;
 - b) DCFS, LDOE, OJJ and DHH-OBH eligibility and coordination;
 - c) Bayou Health plan or other managed care plan liaison;
 - d) Emergency Response/Business Continuity and Recovery that is the single point of contact regarding behavioral health disaster response needs, recovery, and business functions in the event of a disaster or power outage; and
 - e) Consumer and family organizations and advocacy groups for children, youth and adults.
- j. The ASO shall provide dedicated staff to ensure mandated reports comply with applicable state and federal reporting statutes.
- k. The ASO shall further develop, implement and maintain policies and procedures and obtain appropriate staffing and resources to ensure the following requirements are met relative to the non-Medicaid/uninsured population.

- 1) Provider network development and training including, but not limited to education and training to non-Medicaid providers relative to managed care (e.g., required reporting).
- 2) Care and utilization management including, but not limited to, service authorization, transition, and provider utilization for individuals/families seeking services.
- 3) Services for individuals/families including, but not limited to, provision of a toll-free call center and interpretive services, maintaining and supplying a provider registry on its website, and notice of provider termination.
- 4) Development of a grievance process for providers on behalf of individuals/families seeking services. The grievance process shall be submitted to DHH-OBH for approval within thirty (30) days of Division of Administration/Office of State Procurement (DOA/OSP) approval of the signed contract.
- 5) Quality management relative to individuals/families seeking services and providers.
- 6) Maintenance of system functionality for tracking individuals/families and services including but not limited to referrals and other data as requested by DHH-OBH for monitoring and auditing.

5. Reporting and Record Keeping Requirements

- a. The ASO shall submit documents as specified in this RFP. DHH-OBH shall have the right to approve, disapprove or require modification of these documents and any procedures, policies and materials related to the ASO's responsibilities under the terms of the contract.
- b. The ASO shall adhere to the state's records retention schedule for all records as established by the Louisiana Secretary of State as posted in procurement library.
- c. The ASO shall comply with all the reporting requirements established by the contract. The ASO shall maintain an information system that collects, analyzes, integrates and reports data that assists with DHH-OBH and federal reporting requirements, and complies with the requirements of this RFP.
- d. The ASO shall provide the necessary data extracts to the DHH-OBH Data Warehouse as applicable and required by this RFP.
- e. The ASO shall create reports or files (known as Deliverables) using the electronic formats, instructions, and timeframes as specified by DHH-OBH and at no cost to DHH-OBH. Any changes to the formats must be approved by DHH-OBH.
- f. All deliverables should be accompanied with a standard title page which shall include only the ASO name, name of deliverable, date,

date of any subsequent revision, indicate draft or final version, and the ASO owner/contact person.

- g.** In the event that there are no data to report, the ASO shall submit the standard report title page and a report so stating.
- h.** The ASO shall prepare and submit any other report as required and requested by DHH-OBH that is related to the ASO's duties and obligations under the contract. Information considered to be of a proprietary nature shall be clearly identified as such by the ASO at the time of submission.
- i.** The ASO shall provide DHH-OBH with a sample of all reports upon request of DHH-OBH prior to submission of the deliverable.
- j.** DHH-OBH reserves the right to request ad hoc reports and/or deliverables. Due dates will be determined by DHH-OBH in consultation with the ASO and consideration for the need or urgency of the ad hoc report/deliverable.
- k.** DHH-OBH reserves the right to require additional regularly scheduled (annually, monthly, weekly, etc.) deliverables beyond the deliverables outlined in the contract.
- l.** Failure to submit deliverables (including ad hoc reports) on or before the due date and in the correct format may result in remediation.
- m.** DHH-OBH reserves the right to request follow-up to any deliverable. Follow-up may include, but not be limited to, providing additional information, DHH-OBH on-site monitoring, tracking of issues identified in the deliverable, request for corrective action plan and DHH-OBH monitoring of corrective action plan, and/or requiring changes to the deliverable.
- n.** DHH-OBH will require the ASO to submit monthly, quarterly, annual, and ad hoc reports that will allow DHH-OBH to assess the ASO's performance.
- o.** DHH-OBH reserves the right, at its discretion, to discontinue any report or deliverable.
- p.** The ASO shall provide reports to DHH-OBH in a pre-approved frequency and format describing:
 - 1)** Data on over- or under-utilization of level of care;
 - 2)** Reasons for grievances and appeals, including final disposition;
 - 3)** Number and types of services authorized and denied;
 - 4)** Number of individuals/families seeking services who actually access the services for which they were authorized; and

- 5) Quality of providers to meet needs of individuals/families seeking services.

q. Implementation

- 1) Failure to timely or correctly implement transition requirements or implementation plan activities shall subject the ASO to penalties or sanctions identified in the Liquidated Damages section of the contract.
- 2) The ASO shall create a written implementation plan due to DHH-OBH thirty (30) calendar days from signing of the contract or two weeks prior to contract go live, whichever occurs first. The implementation plan shall present the scope of work for the activities that must occur between the contract award and the contract start date.
 - a) The ASO agrees to provide all materials required to complete the implementation plan by the dates established by DHH-OBH and as agreed to in the implementation plan.
 - b) The implementation plan shall include, at a minimum, all elements required in this section.
 - c) Implementation deadlines may be amended upon approval of DHH-OBH.

r. Data Collection, Analysis and Reporting

- 1) The ASO shall supply a complete data dictionary if requested by DHH-OBH.
- 2) The ASO shall develop method for reporting unauthorized PHI disclosures.
- 3) The ASO shall permit DHH-OBH access to Service Authorization system to review cases and audit service authorizations, as well as any mechanism developed for cost tracking.

s. Software Reporting Requirement

- 1) All reports submitted to DHH-OBH by the ASO must be in format accessible and modifiable by the standard Microsoft Office Suite of products, Version 2007 or later, or in a format accepted and approved by DHH-OBH (e.g., PDF).
- 2) The system shall make reports available in Microsoft Excel 2007 or later as requested by DHH-OBH when appropriate to report in Excel format.

t. Errors

- 1) The ASO agrees to prepare complete and accurate reports for submission to DHH-OBH. If after preparation and submission,

an ASO error is discovered either by the ASO or DHH-OBH; the ASO shall correct the error(s) and submit accurate reports (including ad hoc) within fifteen (15) calendar days from the date of discovery by the ASO or date of written notification by DHH-OBH (whichever is earlier).

- 2) DHH-OBH may, at its discretion, extend the due date of the correction if an acceptable corrective action plan has been submitted and the ASO can demonstrate to DHH-OBH's satisfaction the problem cannot be corrected within fifteen (15) calendar days.
- 3) Failure of the ASO to respond within the above specified timeframes for correction may result in remediation as per Section III.C of this RFP.

u. Report Submission Timeframes

- 1) Appropriate reporting timeframes for all reports will be approved or established by DHH-OBH.
- 2) The ASO's failure to submit the deliverables, reports, or files as specified may result in remediation.
- 3) Ad hoc reports shall be submitted upon the agreed date of delivery.

6. Coordination of Care Requirements

- a. The ASO shall be responsible for developing formal administrative agreements with existing LGEs to ensure availability of clinical information for authorizations for utilization and outcomes monitoring of clinic and contract providers of services to the non-Medicaid/uninsured.
- b. The ASO shall develop a DHH-OBH approved plan for maintaining relationships with the ten LGEs, their subcontractors, and cooperating hospitals and linking patients with providers. The ASO must keep abreast of all services offered across the state to be able to make appropriate recommendations of services.
- c. The ASO shall develop a DHH-OBH approved plan to monitor the LGEs on working with individuals to obtain eligible or needed benefits (health, Medicaid, disability, etc.) and process for reporting data to DHH-OBH.
- d. The ASO shall develop a DHH-OBH approved method for ensuring a seamless transition into the new structure of administrative management by the ASO, including allowing the individual seeking services to continue with their current provider with no interruption in or loss of services and process for reporting related data to DHH-OBH.
- e. The ASO shall coordinate with DHH-OBH as needed for any records or service management data required for the transition of

individuals/families seeking services and services to and from ASO's system. The ASO shall adhere to all transition requirements provided by DHH-OBH upon implementation of the contract.

- f.** The ASO shall demonstrate capacity for partnering with state agencies, community providers, and stakeholders to maintain strong working relationships and ensure care coordination.
- g.** Within thirty (30) days of the contract start date, the ASO shall develop a plan and associated timelines for determining gaps and barriers and making recommendations to DHH-OBH, including the number, types and locations of services needed.
- h.** The ASO shall make recommendations to LGEs for other linkages of services an individual may need (e.g., medical, behavioral health, support services, housing, residential services, crisis services) and require timely feedback from LGE on referral outcomes.
- i.** The ASO shall develop a plan for working with providers to ensure individuals/families seeking services receive services in the least restrictive level of care and method for measuring outcomes.
- j.** The ASO shall develop strategies to monitor the continuum of care (missed appointments, transitions from institutions including ICF/DD, nursing facilities, and psychiatric hospitals), frequency and length of service, housing transitions and gaps, medication management, initial appointments, gaps in service delivery, hospitalizations, outreach to primary healthcare, etc.
- k.** The ASO shall develop a training program that employs cultural and linguistic sensitivity to address on-going training of care managers/coordinators in treating persons with mental and/or substance use issues.
- l.** The ASO shall develop a method for documenting and reporting the lack of availability of residential or inpatient services in the geographic area of the individual or family seeking services; how the statewide provider network will be utilized; and how an alternative plan will be justified.
- m.** The ASO shall develop and implement care coordination and continuity of care policies and procedures to be approved by DHH-OBH.
- n.** The ASO shall develop a plan to utilize peer support specialists to provide transition from institutions and follow-up.
- o.** The ASO shall develop a policy and procedure for assuming responsibility for coordination of all services regardless of referral source, including those judicially mandated or those referred by hospitals due to placement issues.
- p.** The ASO shall continuously collaborate with DHH-OBH by working closely with DHH attorneys, DHH agencies such as the Office for Citizens with Developmental Disabilities (OCDD), courts and

community partners to ensure that DHH meets all court ordered mandates.

- q.** The ASO shall assist DHH-OBH with developing a plan for working closely with courts to educate judges on appropriateness of services requested and requirements for administrative managed care.

7. Monitoring and Accountability

- a.** DHH-OBH will be responsible for the primary oversight of the contract, including contract interpretation. As appropriate, DHH-OBH will provide clarification of ASO requirements. DHH's Office of Behavioral Health will be the ASO's point of contact and contract monitor and shall receive all inquiries and requests for interpretation or information regarding the contract and all required reports unless otherwise specified in the contract.
- b.** The ASO shall also designate a member of its senior management who shall act as a liaison, upon approval by DHH-OBH, between the ASO's senior management and DHH-OBH when such communication is required. If different representatives are designated after approval of the contract, notice of the new representative shall be provided in writing within seven (7) calendar days of the designation.
- c.** Ongoing Contract Monitoring
 - 1)** DHH-OBH will monitor the ASO's performance to assure the ASO is in compliance with the contract provisions. However, this does not relieve the ASO of its responsibility to continuously monitor its or subcontracted providers' performance in compliance with the contract provisions.
 - 2)** DHH-OBH or its designee will, at a minimum, annually monitor the operation of the ASO for compliance with the provisions of the contract, and applicable federal and state laws and regulations. Inspection may include the ASO's facilities, as well as auditing and/or reviewing all records developed under the contract including, but not limited to, periodic medical audits, grievances, enrollments, utilization and financial records, review of the management systems and procedures developed under the contract and any other areas or materials relevant or pertaining to the contract.
 - 3)** If not specified in the contract, DHH-OBH or its designee shall coordinate with the ASO to establish the scope of review relevant time frames for obtaining information, and the criteria for review.
 - 4)** The ASO shall provide access to documentation, medical records, premises, and staff as deemed necessary by DHH-OBH.

- 5)** The ASO shall have the right to review and comment on any of the findings and recommendations resulting from contract monitoring and audits, except in the cases of fraud investigations or criminal action. However, once DHH-OBH finalizes the results of monitoring and/or audit report, the ASO must comply with all recommendations resulting from the review. Failure to comply with recommendations for improvement as directed by DHH-OBH may result in monetary penalties, sanctions and/or enrollment restrictions.

d. Accountability

- 1)** The ASO shall:
- a)** Provide quarterly reports and an annual report card/score card of each LGE's performance to include service type, duration, and outcomes in an effort to determine gaps in services and ensure LGEs are responsive to needs of individuals/families seeking services.
 - b)** Develop a system that allows individuals/families seeking services to transition seamlessly between Medicaid and non-Medicaid eligibility (e.g., patients released from jail or hospital).
- 2)** The ASO shall submit to DHH-OBH for approval in writing thirty (30) days prior to any of the following:
- a)** Change in business address/location, telephone number, facsimile number, and e-mail address;
 - b)** Change in corporate status or nature, corporate structure, solvency, and incorporation status;
 - c)** Change in corporate officers and executive employees/key staff; or
 - d)** Change in ownership, including but not limited to the new owner's legal name, business address, telephone number, facsimile number, and e-mail address.
- 3)** The ASO shall immediately notify DHH-OBH in writing of any of the following:
- a)** Change in federal employee identification number or federal tax identification number; or
 - b)** Change in ASO litigation history, current litigation, audits and other government investigations both in Louisiana and in other states.

8. Transition Plan

- a. Transition is defined as those activities that the ASO is required to perform upon expiration of the contract, termination of the contract, or upon the development of new managed care system under the oversight of DHH in which the ASO must transition contract operations to DHH, a subsequent ASO, or a third party. The transition requirements are applicable upon any termination/change in scope of the contract initiated by DHH-OBH or at the expiration of the contract period and any extensions. The ASO shall fulfill the following responsibilities:
 - 1) Develop a DHH-OBH approved transition plan;
 - 2) Provide transition services;
 - 3) Provide for transfer of data as applicable and in a DHH-OBH approved methodology and format; and
 - 4) Provide post-transition services as applicable.
- b. In the event the contract expires or is terminated for any reason, the ASO shall:
 - 1) Comply with all terms and conditions stipulated in the contract, including continuation of core benefits and services under the contract, until the termination effective date;
 - 2) Comply with direction provided by DHH-OBH to assist in the orderly transition of equipment, services, software, leases, etc. to DHH-OBH or a third party designated by DHH-OBH; and
 - 3) The ASO shall participate in a transition planning team as established by DHH-OBH. The ASO's transition planning team shall include program evaluation staff and program monitoring staff, as well as staff that supports all automated and computerized systems and databases.

C. LIQUIDATED DAMAGES

1. Remediation Generally

- a. A sanction is a punitive action assessed or applied for a violation in one or more areas of contractual responsibility. The imposition of a sanction indicates that the ASO has negligently or purposefully violated the contract, failed to comply with lesser remediation, or is out of compliance with applicable state and federal laws.
- b. The failure of the ASO to comply with any requirement contained within the contract documents will be grounds for DHH-OBH to impose remediation.
- c. DHH-OBH may impose a system of graduated remediation which includes, but is not limited to:
 - 1) Administrative Action;

- 2) Corrective Action Plan (CAP);
 - 3) Monetary Penalties (liquidated damages);
 - 4) Sanctions; and
 - 5) Termination for Cause.
2. In the event the ASO fails to meet the performance standards specified within the contract, liquidated damages may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the ASO or if the liquidated damages exceed amounts due from the Department, the ASO will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the ASO of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the ASO an opportunity to remedy the deficiency; if the ASO subsequently fails to remedy the deficiency to the satisfaction of the Department, DHH may reassert the assessment of liquidated damages, even following contract termination. Liquidated damages or monetary penalties include, but are not limited to:
 - a. Late submission of any required report - \$50 per day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 90 days - \$250 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e. Timely determination of medical necessity in accordance with routine, urgent and emergent standards as per Section III(A)(1)(h).
4. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The ASO's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the ASO in attempting to stay in compliance.

D. FRAUD AND ABUSE

1. The ASO shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. The ASO shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the ASO in preventing and detecting potential fraud and abuse activities.
3. Within seven (7) business days of discovery, the ASO shall report known incidents of fraud and abuse activities by employees and subcontractors to DHH-OBH and develop a DHH-OBH approved plan to address the issue and implement a corrective action plan.

E. TECHNICAL REQUIREMENTS

1. The ASO will be required to transmit all non-proprietary data which is relevant for analytical purposes to DHH on a regular schedule in XML format. Final determination of relevant data will be made by DHH based on collaboration between both parties. The schedule for transmission of the data will be established by DHH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via sFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
2. The ASO is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
3. The ASO should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
4. Unless explicitly stated to the contrary, the ASO is responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The ASO is also responsible for expenses required for DHH to obtain access to the ASO's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
5. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
6. ASO owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
7. Any ASO use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
8. All ASO utilized computers and devices must:

- a. Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - b. Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - c. Have encryption protection enabled at the Operating System level.
- 9. The ASO shall achieve administrative efficiency through technology, including:
 - a. A Behavioral Health Management Information System (MIS) that shall have the following functionality:
 - 1) Allows for capture/extraction of clinical and billing information generated by the DHH-OBH data warehouse, LGE data systems, or electronic health records (EHR);
 - 2) Mechanism for service authorization determination, tracking, and reporting;
 - 3) Mechanism for collection of service utilization data through the MIS that will interface either with the DHH-OBH data warehouse or the LGE data systems or EHRs;
 - 4) Customizable service tracking including utilizing the OBH data warehouse:
 - a) Service provided;
 - b) Provider type and identifying information;
 - c) Identification and demographics for individuals/families seeking services; and
 - d) Dates and units of service.
 - 5) Track info relative to grievances and internal ASO appeals and overrides by the LGEs
 - 6) The MIS shall be customizable to collect new data elements as needed from DHH-OBH.
 - b. A supportive and responsive Behavioral Health MIS and staff who are knowledgeable on operability of EHR systems and extracting data from various EHRs;
 - c. A secure online web-based portal that allows providers to submit and receive responses to referrals and prior authorizations for services;
 - d. The ASO's MIS shall securely feed near real-time data into the currently existing DHH-OBH data warehouse. The ASO shall manage, in conjunction with DHH-OBH, all data fed from its systems into the DHH-OBH data warehouse and provide consultation on leveraging and linking existing data sets for the non-

Medicaid/uninsured population. Management activities include technical assistance with overall warehouse design, table creation/linkage, data validation, and ad hoc reporting.

- e. The ASO shall maintain data integrity, accuracy, and consistency in all data fed into the DHH-OBH data warehouse and input into the MIS. DHH-OBH holds the right to validate all reporting. As such, all reports shared with DHH-OBH shall include analytical methodology (e.g., the numerator, denominator, sampling methodology, data source, data validation methods, results summary, and source code, etc. in a statistical language matching one in use by DHH-OBH Analytics). If there are discrepancies, the ASO shall be responsible for providing technical assistance or system design recommendations to correct the discrepancy.
- f. Automated linkages to online information for transmission of large data files;
- g. Safeguards to protect the confidentiality of protected health information in keeping with contemporary HIPAA standards for privacy, security, and data integrity;
- h. Integrating, analyzing/reporting, transferring, and managing large complex data sets;
- i. Assist DHH-OBH with reporting and data validation as necessary within the DHH-OBH data warehouse;
- j. Technology supports that drive accurate, timely administration operations; and
- k. Bring industry-leading reporting capabilities as needed by the state for effective and efficient management and oversight of the ASO operations.

F. SUBCONTRACTING

1. The state shall have a single prime ASO as the result of any contract negotiation, and the ASO shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however, it shall be acknowledged in their proposals that total responsibility for the entire contract lies with the proposer.
2. If the ASO intends to subcontract for portions of the work, the ASO should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the ASO under the terms of this RFP shall also be required for each subcontractor. The ASO shall be the single point of contact for all subcontract work.
3. Unless provided for in the contract with the state, the ASO shall not contract with any other party for any of the services herein contracted without the express prior written approval of the state.

4. For subcontractor(s), before commencing work, the ASO will provide the subcontractors with letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the ASO will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
 - b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. COMPLIANCE WITH CIVIL RIGHTS LAWS

1. The ASO agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the ASO agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
2. The ASO agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ASO, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

H. INSURANCE REQUIREMENTS

1. General Insurance Information
 - a. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only.
 - b. The ASO shall not commence work under the contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval before work commences. The ASO shall be named as the insured on the policy.
 - c. The ASO shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. Failure by the ASO to obtain and validate any subcontractor's insurance policies shall subject the ASO to additional liability for any and all damages as a result of the subcontractor's actions. If so requested, the ASO shall also submit copies of insurance policies for inspection and approval of the Department thirty (30) days prior to contract start date.
 - d. The ASO shall require that any and all subcontractors, which are not protected under the ASO's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the ASO.

- e.** Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.
- f.** The ASO and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including until any warranty periods under the contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the ASO, its agents, representatives, employees, or subcontractors. The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The state in no way warrants that the minimum limits contained herein are sufficient to protect the ASO from liabilities that might arise out of the performance of the work under the contract by the ASO, its agents, representatives, employees, or subcontractors, and the ASO is free to purchase additional insurance.

2. Workers' Compensation Insurance

- a.** Before any work is commenced on the contract, the ASO shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the ASO's employees that provide services under the contract.
- b.** The ASO shall require that any subcontractor and/or contract providers obtain all similar insurance prior to commencing work unless such employees are covered by the protection afforded by the ASO.
- c.** In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the ASO shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- d.** The ASO shall furnish proof of adequate coverage of insurance by a certificate of insurance submitted to DHH prior to contract go live and annually thereafter or upon change in coverage and/or carrier.
- e.** DHH shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such a deductible shall be the sole responsibility of the ASO, subcontractor and/or provider obtaining such insurance.
- f.** Failure to provide proof of adequate coverage before work is commenced may result in this contract being terminated.

3. Commercial General Liability Insurance

- a.** The ASO shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect the ASO, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the ASO or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department.
 - b.** Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contactor or its subcontractors. Policies should also include extended reporting period coverage, or “tail” coverage.
 - c.** In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.
- 4. Insurance Covering Special Hazards**
 - a.** Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the ASO, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- 5. Licensed and Non-Licensed Motor Vehicles**
 - a.** The ASO shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- 6. Reinsurance**
 - a.** The ASO shall hold a certificate of authority from the Department of Insurance (DOI) and file all contracts of reinsurance, or a summary of the plan of self-insurance with DOI and DHH.
 - b.** All reinsurance agreements or summaries of plans of self-insurance shall be filed with the reinsurance agreements and shall remain in full force and effect for at least thirty (30) calendar days following written notice by registered mail of cancellation by either party to DHH.
 - c.** The ASO shall maintain reinsurance agreements throughout the contract period, including any extensions(s) or renewal(s). The ASO shall provide prior notification to DHH of its intent to purchase

or modify reinsurance protection for certain individuals/families seeking services enrolled under the ASO.

- d. The ASO shall provide to DHH the risk analysis, assumptions, cost estimates and rationale supporting its proposed reinsurance arrangements for prior approval by the DHH Bureau of Legal Services. If any reinsurance is provided through related parties, disclosure of the entities and details causing the related party relationship shall be specifically disclosed.

7. Errors and Omissions Insurance

- a. The ASO shall obtain, pay for, and keep in force for the duration of the contract period, errors and omissions insurance in the amount of at least one (1) million dollars (\$1,000,000), per occurrence.
- b. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived for Worker's Compensation coverage only.

I. RESOURCES AVAILABLE TO ASO

1. Notification to ASO of Policies and Procedures

- a. DHH-OBH will provide the ASO with updates to appendices and policies, procedures and guidelines affecting the provision of services under the contract.
- b. The ASO will submit written requests to DHH for additional clarification, interpretation or other information. Provision of such information does not relieve the ASO of its obligation to keep informed of applicable federal and state laws related to its obligations under the contract.

J. CONTRACT MONITOR

1. All work performed by the ASO will be monitored by the Contract Monitor or designee:

Janice Petersen, Ph.D.
Department of Health and Hospitals
Office of Behavioral Health
628 North 4th Street
Baton Rouge, LA 70821
Phone: 225.342.7601
E-mail: Janice.petersen@la.gov

K. TERM OF CONTRACT

1. The term of the contract is anticipated to be January 4, 2016, through June 30, 2017. DHH reserves the right to revise the anticipated effective date to a later date. The term of the contract is anticipated for a period of eighteen (18) months. With all proper approvals and concurrence with the successful proposer, DHH-OBH may also exercise an option to extend for up to twelve (12) additional months at the same terms and conditions of the initial contract term.

2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the Secretary of DHH, or his/her designee, and the ASO and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed thirty (30) months. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.
3. With all proper approvals and concurrence with the ASO, DHH may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the twenty-four month extension, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) to extend contract terms.

L. PAYMENT TERMS

1. The ASO shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Assistant Secretary of the Office of Behavioral Health or designee.

M. COMPLIANCE WITH COURT ORDERED SETTLEMENTS

1. The ASO shall comply with all requirements of court judgments and/or settlements as directed by DHH-OBH. DHH reserves the right to amend the contract in accordance with future court orders or settlements.

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IV. PROPOSALS

A. GENERAL INFORMATION

1. This section outlines the provisions that govern determination of compliance of each Proposer's response to the RFP.
2. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met.
3. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. CONTACT AFTER SOLICITATION DEADLINE

1. After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.
2. **Blackout Period**
 - a. The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.
 - b. In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.
 - c. Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.
 - d. Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.
 - e. Notwithstanding the foregoing, the Blackout Period shall not apply to:

- 1) A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
- 2) Duly noticed site visits and/or conferences for bidders or proposers;
- 3) Oral presentations during the evaluation process; and
- 4) Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

C. CODE OF ETHICS

1. The ASO acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The ASO agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded a contract. The Louisiana Board of Ethics is the only entity that can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

D. REJECTION AND CANCELLATION

1. Issuance of this solicitation does not constitute a commitment by DHH to award a contract(s) or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:
 - a. Reject, in whole or part, all proposals submitted in response to this solicitation;
 - b. Cancel this RFP; or
 - c. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.
2. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes

of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. CONTRACT AWARD AND EXECUTION

1. The Secretary of DHH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received.
 - b. Enter into a contract without further discussion of the proposal submitted based on the initial offers received.
 - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected vendor shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a proposer submit its own standard contract terms and conditions. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate.
4. If the contract negotiation period exceeds 15 days or if the selected proposer fails to sign the final contract within 15 days of delivery, the state may elect to cancel the award and award the contract to the next-highest-ranked proposer.

F. ASSIGNMENTS

1. Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal.
2. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.
3. All assignments must be approved by DHH.

G. DETERMINATION OF RESPONSIBILITY

1. Determination of the proposer's responsibility relating to this contract shall be made according to the standards set forth in Louisiana Administrative Code (LAC) 34:V.2536. The state must find that the selected proposer:
 - a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - c. Is able to comply with the proposed or required time of delivery or performance schedule;
 - d. Has a satisfactory record of integrity, judgment, and performance; and

- e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
2. Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above mentioned items to perform the contracted services.

H. PROPOSAL AND CONTRACT PREPARATION COSTS

1. The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted.
2. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with:
 - a. the preparation, drafting or negotiation of the final contract; or
 - b. any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.
3. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by DHH.

I. ERRORS AND OMISSIONS

1. DHH reserves the right to make corrections due to minor errors of proposer identified in proposals by DHH or the proposer. DHH, at its option, has the right to request clarification or additional information from proposer, and may request such clarification as it deems necessary at any point in the proposal review process.
2. DHH reserves the right to seek clarification to resolve inadequate proposal content or contradictory statements in a proposer's proposal.
3. Prior to contract award, proposed rates may not be changed. DHH-OBH will not honor or consider price increases, fuel surcharges, or add-on costs during the established performance period. The ASO must submit firm fixed pricing in its proposal.

J. OWNERSHIP OF PROPOSAL

1. All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

K. PROCUREMENT LIBRARY/RESOURCES AVAILABLE TO PROPOSER

1. Relevant material related to this RFP will be posted at the following web address: <http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

2. Additional information/resources that may be helpful to the proposer can be accessed at the following websites:
 - a. American Society of Addiction Medicine: www.asam.org
 - b. DHH: <http://www.dhh.state.la.us/>
 - c. OBH: <http://www.dhh.state.la.us/index.cfm/subhome/10/n/328>

L. PROPOSAL SUBMISSION

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (Certification Statement must have original signature signed in ink) and should submit one electronic copy (CD or flash drive) of the entire proposal and one of the Redacted (cd or flash drive) and two (2) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via mail, courier or hand delivered to:

If courier mail or hand delivered:

Janice Petersen, Ph.D.

Louisiana Department of Health and Hospitals
Office of Behavioral Health
628 North 4th Street, 4th Floor, #469
Baton Rouge, LA 70802

If delivered via US Mail:

Janice Petersen, Ph.D.

Louisiana Department of Health and Hospitals
Office of Behavioral Health
P.O. Box 4049
Baton Rouge, LA 70821-4049

M. CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the ASO in order to carry out this contract, or which become available to the ASO in carrying out this contract, shall be protected by the ASO from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the ASO. If the methods and procedures employed by the

ASO for the protection of the ASO's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The ASO shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the ASO's possession, is independently developed by the ASO outside the scope of the contract, or is rightfully obtained from third parties.

2. Under no circumstance shall the ASO discuss and/or release information to the media concerning this project without prior express written approval of the (state agency).
3. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.
4. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure.
5. If the proposal contains confidential information, a redacted electronic copy of the proposal must be submitted. If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "**REDACTED COPY.**" The redacted copy should also state which sections or information have been removed.

N. PROPOSAL FORMAT

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

O. REQUESTED PROPOSAL OUTLINE:

1. Introduction/Administrative Data
2. Work Plan/Project Execution
3. Relevant Corporate Experience
4. Personnel Qualifications
5. Additional Information
6. Corporate Financial Condition
7. Cost and Pricing Analysis

P. PROPOSAL CONTENT

1. Cover Letter: A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
2. Table of Contents: The proposal should be organized in the order contained herein.
3. Quality And Timeliness
 - a. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
4. Assume Complete Responsibility
 - a. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
5. Approach and Methodology
 - a. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section III. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.
6. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of the Office of Behavioral Health, as related to the scope of this RFP.
 - b. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP, including knowledge of DHH-OBH, the LGEs, and managed care. This introductory section should also include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work, Emergency Preparedness, Staff Development and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure which incorporates the proposed program personnel.
 - c. This section should also include discussion on the proposer's organizational belief in concepts related to recovery from mental illness and

substance use and how that translates into their ability to provide individualized, person-centered, evidence-based services. This discussion should be written in such a way as to demonstrate a clear understanding of strategies and interventions that are effective with this population.

d. This section should also include the following information:

- 1)** Location of Active Office with Full Time Personnel, including all office locations (address) with full time personnel. In addition, include information on subcontractors.
- 2)** Name and address of principal officer;
- 3)** Name and address for purpose of issuing checks and/or drafts;
- 4)** For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
- 5)** If out-of-state Proposer, give name and address of local representative; if none, so state;
- 6)** If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and Social Security number;
- 7)** If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state;
- 8)** Proposer's state and federal tax identification numbers; and
- 9)** Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explain if not applicable. (See Attachment I).

c. The following information must be included in the proposal:

- 1)** Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).
- 2)** Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
- 3)** Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date.
- 4)** Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

7. Work Plan/Project Execution

- a.** The Proposer should articulate an understanding of, and ability to effectively implement services in an evidence-based manner as outlined within Section III of this RFP. In this section, the proposer should state in

detail the approach it intends to use in achieving each objective of the project as outlined, including a detailed project work plan and schedule for implementation. The rationale, methodology, and frequency of services for achieving objectives for all program components should be included in the project work plan and schedule for implementation. In particular, the proposer should:

- 1) Provide a detailed breakdown of how the requested services will be provided. Breakdown into logical tasks and time frames all work to be performed, including but not limited to, identification of critical tasks and an assessment of relative difficulty for each task.
- 2) Provide a written explanation of the organizational structures of both the teams and program administration, and how those structures will support service implementation and consumer care. Individual components should include plans for supervision, training, and technical assistance as well as inter-team/community collaboration as appropriate.
- 3) Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of individuals served. Describe recruitment efforts that will occur.
- 4) Provide a strategic overview including all elements to be provided.
- 5) Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- 6) Demonstrate knowledge of consumer population, their needs and effective intervention strategies; also included in this segment is the ability to provide services which are sensitive to the specific cultural needs of the consumer.
- 7) Demonstrate an understanding of community dynamic as it relates to effective service delivery and consumer care.
- 8) Demonstrate the ability to organize staffing patterns and training to ensure staff meets the needs of the consumers and consistently implements services with fidelity to the model. This includes, but is not limited to, split shifts and an after-hours contact system as services are capable of being provided 24/7. Include a description/chart of staffing patterns.
- 9) Describe approach for project oversight and management of staff. Detail the type and frequency of supervision to be provided at all levels.
- 10) Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided, staff productivity, consumer outcomes and consumer satisfaction. Describe components of the continuous quality improvement system,

strategies to be included, how they will be implemented, how results will be reported, and how deficiencies will be remediated.

- 11)** Demonstrate an understanding of and ability to implement data collection strategies tracking consumer outcomes; and to demonstrate how it will be able to comply with all data systems required by DHH-OBH.
- 12)** Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section III. Include detailed timeline.
- 13)** Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- 14)** Describe specific documents and reports that can be produced as a result of completing tasks, to achieve the previously mentioned deliverables/outcomes.
- 15)** Identify all assumptions or constraints on tasks.
- 16)** Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- 17)** If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
- 18)** Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- 19)** Areas in which the proposer is trying to demonstrate cost savings should be described thoroughly in the proposal.

8. Relevant Corporate Experience

- a.** The proposal should indicate the firm has a record of five (5) years of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects' scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer should demonstrate experience with the implementation of a managed care program for the public sector. The proposer shall have, within the last 24 months, completed a similar type project. Proposers shall give at least two customer references for projects completed in at least the last 24 months. References shall include the name and telephone number of each contact person.
- b.** In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

9. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel. This should include not only top level corporate personnel, but also personnel to be assigned to this program for direct client care.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority, including proposed staff for this program.
- c. Complete job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - 1) Experience with proposer;
 - 2) Previous experience in projects of similar scope and size; and
 - 3) Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

10. Additional Information

- a. As an appendix to its proposal, if available, proposers shall provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and ethical standards. This appendix shall also include a copy of proposer's All Hazards Response Plan if available.

11. Corporate Financial Condition

- a. The organization's financial condition will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

- b.** Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

12. **Cost and Pricing Analysis**

- a.** An item by item breakdown of costs for the 18-month term of the contract must be included in the proposal. This should include a comprehensive breakdown of operational costs, including but not limited to: salaries, benefits, rent, supplies, operating costs, capital assets, renovations, etc. A budget narrative clearly describing how each cost was determined should be included.
 - b.** Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for the 18-month term of the contract to demonstrate how cost was determined. Failure to complete will result in the disqualification of the proposal.
 - c.** A budget narrative clearly describing how each cost was determined should be included in the proposal.

Q. WAIVER OF ADMINISTRATIVE FORMALITIES

- 1. DHH reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

R. WITHDRAWAL OF PROPOSAL

- 1. A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

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V. EVALUATION AND SELECTION

A. EVALUATION CRITERIA

1. The following criteria will be used to evaluate proposals:
 - a. Evaluations will be conducted by a Proposal Review Committee.
 - b. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
 - c. Scoring will be based on a possible total of 100 and the proposal with the highest total score will be recommended for award.
 - d. Cost Evaluation:
 - 1) The proposer with the lowest total cost shall receive 25 points. The cost for each year of the contract will be averaged for one rate for evaluation purposes. Other proposers shall receive points for cost based upon the following formula:
$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score
LPC = Lowest Proposal Cost of all Proposers
PC = Individual Proposal Cost
2. Failure to provide any of the requested information in the detail specified will affect the proposal score. The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Administrative Data	5
Work Plan/Project Execution	30
Relevant Corporate Experience	10
Personnel Qualifications	15
Corporate Financial Condition	5
Cost and Pricing Analysis	25
Hudson/Veterans Initiatives (See Attachment I)	10
Total Points	100

B. ON SITE PRESENTATION/DEMONSTRATION

Not required for this RFP.

C. EVALUATION TEAM

1. The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors set forth in the RFP.

D. ADMINISTRATIVE AND MANDATORY SCREENING

1. All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be excluded from further consideration.

E. CLARIFICATION OF PROPOSALS

1. The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer's proposal.

F. ANNOUNCEMENT OF AWARD

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44:1 et seq.*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within **14 calendar days** after the award has been announced by the agency.
5. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

G. BEST AND FINAL OFFERS (BAFO)

1. The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.
2. The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

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VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. CONFIDENTIALITY OF DATA

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by DHH and made available to the ASO in order to carry out this contract, or which become available to the ASO in carrying out this contract, shall be protected by the ASO from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH in writing to the ASO. If the methods and procedures employed by the ASO for the protection of the ASO's data and information are deemed by DHH to be adequate for the protection of DHH's confidential information, such methods and procedures may be used, with the written consent of DHH, to carry out the intent of this paragraph. The ASO shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the ASO's possession, is independently developed by the ASO outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the ASO discuss and/or release information to the media concerning this project without prior express written approval of the Department of Health and Hospitals.

B. TAXES

1. ASO is responsible for payment of all applicable taxes from the funds to be received under this contract

C. FUND USE

1. ASO agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

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VII. CONTRACTUAL INFORMATION

A. CONTRACT

1. The contract between DHH and the ASO shall include the standard DHH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the ASO's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
2. In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

a. Personnel Assignments

The ASO's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered.

b. Force Majeure

The ASO and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

c. Order of Precedence

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

d. Entire Agreement

This contract, together with the RFP and its amendments and addenda issued thereto by the Department, the proposal submitted by the ASO in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

e. Board Resolution/Signature Authority

The ASO, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

f. Warranty to Comply with State and Federal Regulations

The ASO shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

g. Warranty of Removal of Conflict of Interest

The ASO shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The ASO shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The ASO shall warrant that it shall remove any conflict of interest prior to signing the contract.

h. Corporation Requirements

If the ASO is a corporation, the following requirements must be met prior to execution of the contract:

- 1)** If the ASO is a for-profit corporation whose stock is not publicly traded, the ASO shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- 2)** If the ASO is a corporation not incorporated under the laws of the State of Louisiana-the ASO must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- 3)** The ASO must provide written assurance to the Department from ASO's legal counsel that the ASO is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

i. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

j. Right To Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

k. Contract Modification

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

l. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

m. Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

B. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

1. The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. PERFORMANCE BOND

1. The successful proposer shall be required to provide a performance (surety) bond in the amount of its total proposal cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Department.
2. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.
3. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

D. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.
2. ASO shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and

description relating to personal injury and damage to real or personal tangible property caused by ASO, its agents, employees, partners or subcontractors, without limitation; provided, however, that the ASO shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, ASO will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the ASO: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at ASO's sole expense, and (iii) assistance in the defense of any such action at the expense of ASO. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require ASO, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

3. The ASO shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by ASO; iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if ASO believes that it may be enjoined, ASO shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
5. For all other claims against the ASO where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, ASO's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the ASO under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the ASO is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the ASO, retain such monies from amounts due ASO, or may proceed against the performance and payment

bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. TERMINATION

1. Termination For Cause

- a. State may terminate this Contract for cause based upon the failure of ASO to comply with the terms and/or conditions of the Contract; provided that the State shall give the ASO written notice specifying the ASO's failure. If within thirty (30) calendar days after receipt of such notice, the ASO shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the ASO in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.
- b. The ASO may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the ASO shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

2. Termination For Convenience

- a. State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the ASO of such termination or negotiating with the ASO an effective date. The ASO shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily

3. Termination For Non-Appropriation Of Funds

- a. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

F. INDEPENDENT ASSURANCES

Not Applicable

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Attachment I

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the ASO will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

Rev. 12/1/11

Attachment II

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

- By its submission of this proposal and authorized signature below, proposer certifies that:
1. The information contained in its response to this RFP is accurate.
 2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
 3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
 4. Proposer's technical and cost proposals are valid for at least **90** calendar days from the date of proposer's signature below.
 5. Proposer understands that if selected as the successful Proposer, he/she will have **30** calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
 6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature:
Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

Attachment III

DHH - CF - 1

LAGOV:

CONTRACT BETWEEN STATE OF LOUISIANA

Revised: 2015-07

DEPARTMENT OF HEALTH AND HOSPITALS

DHH:
Agency #

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation) <div></div>			5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits) <div></div>		
2) Street Address <div></div>			6) Parish(es) Served <div></div>		
City <div></div>	State <div></div>	Zip Code <div></div>	7) License or Certification # <div></div>		
3) Telephone Number <div></div>			8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No		
4) Mailing Address (if different) <div></div>					
City <div></div>	State <div></div>	Zip Code <div></div>	8a) CFDA#(Federal Grant #) <div></div>		

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount

14) Terms of Payment
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name <div></div>		Last Name <div></div>	
	Title <div></div>		Phone Number <div></div>	

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE)

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.
4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
12. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
13. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable

14. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Director of the Office of State Procurement, Division of Administration.
15. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
16. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$2,000, approved by the Director of the Office of State Procurement, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
17. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
18. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH’s name, but at Contractor’s expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
19. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
20. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor’s agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
21. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
22. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

STATE OF LOUISIANA DEPARTMENT
OF HEALTH AND HOSPITALS

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

Attachment IV

(Rev. 09/2013)

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment _____ to the contract.

1. The Louisiana Department of Health and Hospitals ("DHH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH

to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Attachment V

Sample Cost Breakdown Template

Note: Use this sample template to prepare a budget / total cost for the contract

	Hourly Rate (if applicable)	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
Office Supplies (List)		
Professional Services (list)		
Other Direct Costs (list)		
Indirect Costs (list)		
Total I Cost for 18 months		

Attachment VI

Map of Local Governing Entities (LGEs)

